

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

PLUMBERS' PENSION FUND, LOCAL 130, U.A.,)	
PLUMBERS' WELFARE FUND, LOCAL 130, U.A.,)	
THE TRUST FUND FOR APPRENTICE AND)	
JOURNEYMAN EDUCATION AND TRAINING,)	
LOCAL 130, U.A., PLUMBERS' RETIREMENT)	
SAVINGS PLAN FUND, LOCAL 130, U.A., and)	
CHICAGO JOURNEYMEN PLUMBERS' LOCAL)	
UNION 130, U.A., GROUP LEGAL SERVICES PLAN)	
FUND,)	
)	Case No.: 19 CV 6670
)	
Plaintiffs,)	Judge: Pacold
)	
v.)	Magistrate Judge: Cummings
)	
STARR PLUMBING, INC.,)	
)	
Defendant.)	

PLAINTIFFS MOTION FOR DEFAULT JUDGMENT

NOW COMES Plaintiffs, PLUMBERS' PENSION FUND, LOCAL 130, U.A., et al., by their attorneys, Michael J. McGuire, and, pursuant to Fed. R. Civ. P. 55(b), move the Court to enter: A Judgment in favor of Plaintiffs and against Defendant, STARR PLUMBING, INC. In support of this Motion, Plaintiffs state:

1. Plaintiffs, Plumbers' Pension Fund Local 130, U.A., etc. ("Plaintiff Funds"), filed its Complaint on October 8, 2019, to compel Defendant to produce books and records so that a fringe benefit audit could take place, and to have Defendant pay all audit findings, interest, liquidated damages, professional fees, and court costs owed to the Funds under the Collective Bargaining Agreement ("Agreement") in effect between the Defendant and the Chicago Journeyman

Plumbers Local Union 130, U.A. (“Plaintiff Union”), and pursuant to ERISA, 29 U.S.C. §§1132 and 1145, and LMRA, 29 U.S.C. §185.

2. On November 27, 2019, Defendant was served through the Illinois Secretary of State with a copy of the Summons and Complaint. (A true and correct copy of the Return of Service is attached hereto as ***Exhibit A***).

3. This Honorable Court entered a default pursuant to FRCP 55(a) against Defendant on January 23, 2020 for its failure to timely appear or otherwise plead. A true and correct copy of this Court’s Order is attached as ***Exhibit B***.

4. On March 30, 1998 Defendant signed a Memorandum of Agreement which bound it to an Agreement, and all Agreements subsequently negotiated, between the Union and the Plumbing Contractors’ Association of Chicago and Cook County (A copy of the Defendant’s signed Memorandum Agreement is attached hereto as ***Exhibit C***). The Agreement also binds the Defendant to the Plans and Declarations of Trusts which establish the various Plaintiff Funds.

5. Pursuant to the provisions of the Trust Agreements and Collective Bargaining Agreement, the Defendant Company is required to submit monthly reports to the Trust Funds which list the number of hours worked by the Defendant’s bargaining unit employees and to pay contributions based thereon.

6. Pursuant to the provisions of the Trust Agreements and Collective Bargaining Agreement, the Defendant is required to submit its books and records to the Plaintiff so periodic fringe benefit audits can take place.

7. The Defendant breached the provisions of the Agreement by failing to submit monthly contributions to the Trust Funds for the time period of April 1, 2015 through December 31, 2018 as revealed by an audit conducted on the books and records of the Defendant. The total of amount of delinquent contributions due based on the audit is \$19,788.78. (Attached as ***Exhibit D*** is a true and correct copy of the audit). See also Declaration of Delinquency Coordinator Anthony Rottman, attached hereto as ***Exhibit E***.

8. The CBA provides that delinquent contributions are subject to interest assessments. The CBA states that delinquent contributions are subject to an 8 percent liquidated damages assessment. The CBA further requires that an additional interest rate of Prime plus 3 percent be assessed as interest. Pursuant to the Affidavit of the Fund's Delinquency Coordinator (***Exhibit E***), an included in the Audit, as of February 28, 2020, \$4,543.06 is due in interest and \$1,583.10 is due in liquidated damages for the relevant time period.

8. Plaintiffs' are entitled to the following amounts pursuant to the parties' CBA and ERISA, 29 U.S.C. 1132(g) :

- A. Delinquent contributions for the time period of April 1, 2015 through December 31, 2018 pursuant to 29 U.S.C. §1132(g)(2)(A).....\$19,788.78
- B. Interest as set forth in ***Exhibit E*** per the Collective Bargaining Agreement and 29 U.S.C. §1132(g)(2)(B) \$4,543.06
- C. Liquidated damages in the amount of 8% of the delinquent contributions pursuant to 29 U.S.C. §1132(g)(2)(C)..... \$1,583.10
- D. Funds' attorneys' fees and costs as set forth in Affidavit of Attorney Michael J. McGuire attached as (***Exhibit F***) per the Collective Bargaining Agreement

Article IX, Section 9.8, enforceable through 29 U.S.C. §185, and 29 U.S.C. §1132(g)(2)(D) \$3,425.00

WHEREFORE, Plaintiffs, PLUMBERS' PENSION FUND, LOCAL 130, U.A., et al., request the Court to enter:

- (1) Judgment in favor of Plaintiffs and against Defendant, STARR PLUMBING, INC., in the amount of \$29,339.94 set forth more fully *supra*.

BY:/s/ Michael J. McGuire

Michael J. McGuire

Michael J. McGuire
ARDC #:6290180
Gregorio Marco
Attorney for Plaintiffs
2 North LaSalle Street
Chicago, IL 60602
(312) 263-2343